



# CITY OF SAN DIEGO

PURCHASING DIVISION  
1200 Third Avenue, Suite 200  
San Diego, CA 92101-4195

Bid No. 6144-03-Z

## REQUEST FOR BID

Bid Opening Date: **June 12, 2003**  
**@ 2:30 p.m.**

Subject: Furnish the City of San Diego with **STUMP CUTTER WITH TRAILER**, as may be required for a period of one (1) year from date of award, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

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Company _____	Name _____ [PRINT OR TYPE]
Federal Tax I.D. No. _____	Signature* _____
Street Address _____	Title _____
City _____	Date _____
State _____ Zip Code _____	
Tel. No. _____ Fax No. _____	<i>*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.</i>
E-Mail _____	

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**This cover page must be completed and submitted as part of your bid.**

If your firm is not located in California, are you authorized to collect California sales tax? ☐ YES ☐ NO

If YES, under what Permit # \_\_\_\_\_

**NOTE: The City of San Diego is subject to State Sales and Use Tax, but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. Do not include Federal Excise or Sales Tax in your Bid.**

If you are a Vendor located in the City of San Diego, a 1% sales tax refund to the City will be considered in evaluation of your bid.

Cash discount terms \_\_\_\_\_% \_\_\_\_\_ days.  
[Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]

The following addenda are acknowledged and incorporated in this submittal: \_\_\_\_\_

**FOR FURTHER INFORMATION CONCERNING THIS BID**

**MICHAEL WINTERBERG/bmi**, Procurement Specialist

Phone: (619) 533-6441      Facsimile: (619) 236-5904

E-mail: [MWinterberg@sanidiego.gov](mailto:MWinterberg@sanidiego.gov)

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**I. PRICING PAGE**

Item	Est. Annual Qty.	U/M	Description	Manufacturer	Model No.	Unit Cost
1.	1	EA	Stump Cutter, Vermeer, Model No. SC50TX, or equal.  Delivery Time: _____Days ARO Warranty Period: _____			\$
2.	1	EA	Trailer compatible for Item 1, Butler, Model No. TS6512D, or equal.  Delivery Time: _____Days ARO Warranty Period: _____			\$
<b>TOTAL:</b>						<b>\$</b>

## II. TERMS AND CONDITIONS

### A. AWARD

This bid shall be awarded on an item by item basis, or in any group or combination of items, or as a lot, as may be in the best interest of the City.

### B. PRICING

Prices quoted shall include all delivery charges and shall be FOB Destination to the Delivery Point:

Developed Regional Parks Mow Shop  
411 Raven Street  
San Diego, CA 92105

### C. ORDERING

It is the intent of the City to place an order for the equipment listed on the Pricing Page upon award of this contract.

### D. SUBMITTALS

#### 1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing Division, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and opening date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing Reception Desk prior to bid opening at 2:30 p.m. on bid opening date. **Faxed bids will not be accepted. The original and one (1) copy of bid, including any attachments, shall be submitted.**

#### 2. SUBMITTALS REQUIRED WITH BID

**Failure to provide the required submittals with the bid may be cause for the bid to be rejected as non-responsive.**

- a. Bidder's References (as specified in Section II, paragraph L).
- b. Copy of Manufacturer's Warranty (as specified in Section III, paragraph D).
- c. Equipment Specifications Brochure (as specified in Section III, paragraph G).
- d. Equipment Specifications Checklist (as specified in Section III, paragraph H).
- e. Certification Survey (use form on page 22).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

**Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.**

- a. Insurance requirements as specified in Section II, paragraph G.
- b. Taxpayer Identification Number (W-9) as specified in Section II, paragraph Q, if not currently on file.

E. OPTION TO RENEW

The City may desire to exercise an option to renew the contract for four (4) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed sixty (60) days prior to the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Bidder an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

If Bidder would accept the option to renew, please indicate the maximum percentage increase to which the prices in effect at the end of the current contract year would be subject if the renewal options were exercised. \_\_\_\_\_%

Failure to complete the price increase section above will be construed to mean that prices bid will not be increased during any option period.

**If an increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject.**

Would the Bidder accept the option to renew, subject to the above stated conditions?

☐ YES      ☐ NO

This section will not be considered in the evaluation for award.

F. PRICE ADJUSTMENT CLAUSE FOR OPTION RENEWAL

In the event the Contractor does not request a price increase at the time of the contract renewal, and the manufacturer subsequently announces a general increase in the price of their products, the Contractor may request an increase at that time. The Contractor must provide detailed supporting documentation from the manufacturer to support the requested increase. The requested increase shall not exceed the percentage increase indicated in the “Option to Renew” clause.

G. INSURANCE REQUIREMENTS FOR TRAINING

All required insurance shall be submitted to Purchasing within ten (10) days of provisional award. **Failure to provide the insurance certificates within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive.** Insurance shall be maintained by the Contractor in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

All policies must have a **thirty (30) day non-cancellation clause** giving the City thirty (30) days prior written notice in the event a policy is canceled.

At the end of each contract year, the City reserves the right to review insurance requirements and to require more or less coverage depending upon assessment of the risk, the vendor’s past experience, and the availability and affordability of increased liability insurance coverage.

**Insurance coverage must be from an insurance carrier licensed in the State of California and rated “A” or better by the A.M. Best Key Rating Guide.**

The following coverage is required:

- **Commercial General Liability** for a minimum of one million dollars each occurrence (\$1,000,000.00 EO). **The City of San Diego must be named as an additional insured on the certificate.**
- **Workers’ Compensation** coverage in accordance with the laws of the State of California. **Policy must contain a Waiver of Subrogation of Rights against the City of San Diego.**

#### H. PUBLIC AGENCY

It is intended that any other public agency as defined by California Government Code § 6500 shall have the option to participate in any award made as a result of this solicitation. This option shall extend for the term of the agreement with the City of San Diego, and shall be subject to the contractor's acceptance. Any participating public agency shall accept sole responsibility for the placing of orders, arranging for delivery and/or services, and making payments to the contractor. The City of San Diego will not be liable, or responsible, for any obligations, including but not limited to financial responsibility, in connection with participation by other public agencies.

#### I. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to City's or Contractor's employees, agents, or officers which arise from, or are connected with, or are caused, or claimed to be caused by the acts, or omissions of Contractor and its agents, officers, or employees in performing, providing, manufacturing, or supplying the work, services, product, or equipment relating to this bid, and all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.

Notwithstanding anything herein to the contrary, the services provided under this contract will not give rise to, nor will be deemed or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.

#### J. EQUALS CLAUSE

Whenever reference to a specific brand name is made in these specifications, it is illustrative and to be construed as a specification which describes a component that has been tested or evaluated by the City as best meeting specific operational, design, performance, maintenance, quality, and reliability standards and requirements of the City, thereby incorporating these requirements by reference within the specification. An equivalent ("or equal") may be offered by the Bidder, subject to testing or evaluation by the City prior to award of bid. The City shall be the sole judge of whether any proposed item will fulfill its requirements. It shall be the sole responsibility of the Bidder to provide, at Bidder's expense, any product information, test data, and other information or documents the City may require to fully evaluate or demonstrate the acceptability of the offered substitute. Where appropriate, independent testing or evaluation (including destructive testing) may be required as a condition of acceptance at a qualified test facility at the Bidder's expense.

K. QUANTITIES

The estimated requirements shown on the Pricing Page(s) will vary with the demands of the City of San Diego. These quantities are listed for information purposes only and shall not be deemed to either guarantee a minimum amount or restrict the maximum amount to be delivered throughout the contract period. Nor shall any variations from the estimated quantities, regardless of extent, entitle the bidder to an adjustment in the unit price or to any other compensation.

L. REFERENCES/QUALIFICATIONS

Bidders are required to provide references from a minimum of five (5) customers that have purchased similar equipment. This will enable the City to judge product reliability, vendor performance, and other information.

**To enable the City to evaluate the responsibility, experience, skill, and business standing of the bidder, the following documents must be included with the bid submittal:**

- Bidder's References (use form on pages 20 and 21).

M. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated September 12, 2001, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid/proposal and any resulting contract by reference. The General Provisions are available online at [www.sandiego.gov/purchasing](http://www.sandiego.gov/purchasing) or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid/proposal.

In the event of any conflict between the City of San Diego General Provisions and the terms and conditions included in this bid/proposal, the terms and conditions of this bid/proposal shall prevail.

N. ADDENDA

It is the Bidders' responsibility to ensure that all addenda issued are incorporated in their bid submittal.

Failure to acknowledge and incorporate addenda will not relieve the Bidder of the responsibility to meet all terms and conditions of the specifications for price bid.

O. EXCEPTIONS

If a Bidder/Proposer takes any exception to any part of these specifications as written, or as amended by any Addenda subsequently issued, or the General Provisions, they must do so in writing. Said exceptions must be submitted with the bid/proposal. Failure to do so will be construed as acceptance of all provisions of the specifications and General Provisions.

P. BID RESULTS

Bid results **will not** be given out over the phone. To obtain bid results, either (1) attend the bid opening or (2) provide a self-addressed stamped envelope referencing the bid number. Envelopes may be submitted with the bid, or mailed directly to the Purchasing Division. They will be kept on file until the bid opens and the extensions are verified. Bid tabulations will generally be mailed to requester within **three (3) working days** after the bid opening to review bid tabulation.

Q. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

I.R.S. regulations require the City of San Diego to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City of San Diego. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City of San Diego requires each vendor to provide a Form W-9 prior to award of contract. Failure to provide a completed Form W-9 within three (3) business days of the City's request may result in a bid being declared non-responsive and rejected.

R. AUDIT AND INSPECTION OF RECORDS

The Contractor, and any Subcontractors, shall make available upon request all records which in the opinion of the City Auditor are necessary to conduct an audit of this contract. Such records may include invoices, materials, payrolls, personnel records, and other data relating to all matters covered by this contract. The Contractor and Subcontractors shall retain such data and records for a period of not less than three (3) years following receipt of final payment. The Contractor shall make available all requested data and records at reasonable locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested will result in immediate termination of contract.

S. ASSIGNMENT OF CONTRACT

Contractor shall not assign this contract, or any right or interest hereunder, without prior written consent of the City.

T. DRUG-FREE WORKPLACE POLICY

All City projects are subject to City of San Diego Council Policy No. 100-17, Drug-Free Workplace. This policy requires that all City construction contractors, consultants, grantees, and providers of non-professional services provide a drug-free workplace in accordance with the provisions contained therein.

The Drug-Free Workplace Policy is available online at [www.sandiego.gov/purchasing](http://www.sandiego.gov/purchasing) or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said policy; acknowledge said policy is incorporated as part of this bid/proposal; certify that they have a drug-free workplace program in place that complies with said policy; and that subcontractor agreements for this bid/proposal contain language which indicates the subcontractor's agreement to comply with this policy.

U. AMERICANS WITH DISABILITIES ACT

Every person or organization awarded a contract, lease, or grant by the City of San Diego acknowledges and agrees that they are aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the Federally mandated Americans with Disabilities Act (ADA). Contractors and Subcontractors will be individually responsible for their own ADA program.

V. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall also ensure that their Subcontractors comply with the City's Equal Employment Opportunity Program. Contractor agrees to be bound by the City Of San Diego Equal Opportunity Ordinance (Municipal Code Chapter II, Article 2, Division 27).

Contractor shall submit a Work Force Report or an Equal Employment Opportunity Plan, within five (5) days of being notified by the Purchasing Division.

For questions regarding the City's Equal Employment Opportunity Program, contact the Equal Opportunity Contracting Office at (619) 533-4464.

W. NONDISCRIMINATION IN CONTRACTING

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall also be included in construction contracts between the contractor and any subcontractors, vendors, and suppliers.

As part of its bid proposal, Bidder shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of names of all subcontractors, vendors, and suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417). Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Contractor further understands and agrees that the procedures, remedies, and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

For questions regarding the City's Nondiscrimination in Contracting Ordinance, contact the Equal Opportunity Contracting Office at (619) 533-4464.

### III. GENERAL REQUIREMENTS

#### A. VEHICLE/EQUIPMENT REGISTRATION AND LICENSE PLATES FOR TRAILER

The vendor shall obtain the exempt registration and license plates for the trailer.

The legal registration title shall be as follows:

City of San Diego  
Developed Regional Parks  
1200 Third Avenue, Suite 200  
San Diego, CA 92101-4195

City Equipment I.D. No. \_\_\_\_\_

Prior to applying for Exempt “E” license plates, the vendor shall contact the Equipment Coordinator at (619) 533-5787 to obtain a City of San Diego Equipment identification number for the trailer. **This number must appear on the final registration certificate.**

Some equipment may be purchased via the City’s Equipment and Vehicle Financing Program. This equipment will require that the Vehicle Financing Program Provider be listed as Lienholder on equipment registration. Contact the Equipment Coordinator at (619) 533-5787 for Lienholder verification.

The original registration card shall be included with the warranty documents upon delivery of each trailer to the City. These documents shall be contained in a document delivery envelope.

The license or identification plates shall be installed prior to delivery of the trailer.

#### B. DELIVERY

All equipment shall be delivered complete and ready for operation. It shall be new and the latest model and, except as otherwise specified, be standard in all respects. It shall be fueled as applicable, and completely lubricated, and all pre-delivery services shall have been performed.

All completed units shall be FOB destination to the Developed Regional Parks Mow Shop which is located at 411 Raven Street, San Diego, CA 92105. Delivery times shall be Tuesday through Friday between the hours of 7:00 a.m. and 1:00 p.m. Contact Metro Park & Recreation’s Equipment Coordinator at (619) 533-5787 to schedule a delivery date and time.

The City will not pay for any equipment that is not delivered as specified in the bid. Conformity to equipment specification and the subsequent equipment acceptance date will be determined by the Metro Park & Recreation's Equipment Coordinator. Payment terms will be based on date of acceptance by the City.

C. EQUIPMENT AND VEHICLE FINANCING PROGRAM

The City reserves the right to make a direct purchase of proposed equipment, or to arrange financing under the City's Equipment and Vehicle Financing Program.

If the City chooses to utilize its Equipment and Vehicle Financing Program the Contractor shall sell the equipment to the City's lessor under the same terms and conditions offered to the City. (See Attachment A.)

D. WARRANTY

All equipment shall have the regular manufacturer's guarantees against defects in material and workmanship. This guarantee shall have the standard manufacturer's warranty. In no case shall coverage be less than twelve (12) months after the equipment is placed in service.

Contractor shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to the City and that all services, parts, and labor are available and provided to meet City's schedules and deadlines. Warranty repairs and parts shall be provided within seventy-two (72) hours of initial notification. If warranty repairs cannot be completed within forty-eight (48) hours, a loaner unit that is similar may be required. All work required under warranty or guarantee provisions shall be promptly accomplished at no expense to the City.

Bidder shall submit a copy of the manufacturer's warranty with bid submittal.

E. PICK-UP AND DELIVERY OF EQUIPMENT FOR WARRANTY REPAIRS

Pick-up and delivery of equipment for warranty repairs shall be at no cost to the City. Pick-up of equipment shall be done within twenty-four (24) hours of initial notification. Place of pick-up and delivery shall be at 411 Raven Street, San Diego, CA 92105 between the hours of 7:00 a.m. and 2:00 p.m., Monday through Friday.

F. KEYS

Five (5) keys for each stump cutter shall be provided upon delivery.

G. EQUIPMENT SPECIFICATIONS BROCHURE

Each Bidder shall furnish, as a part of the bid, manufacturing specification brochures clearly describing the equipment they propose to furnish. These accompanying documents shall clearly indicate all points specified herein. **Failure to provide brochure may cause the bid to be rejected as non-responsive.**

H. EQUIPMENT SPECIFICATIONS CHECKLIST

Each Bidder shall complete and furnish, as a part of the bid, the specifications checklist herein. The Bidder shall insert an "X" (checkmark) in the box labeled "Meets Specifications". Any exceptions to the specifications must be clearly stated under the column labeled "Bidder's Exceptions". Attach additional information regarding exceptions and/or deviations. The specifications checklist shall be completed in its entirety. **Failure to provide a complete, accurate Equipment Specifications checklist may cause the bid to be rejected as non-responsive.**

I. TRAINING

Training shall include an overview of maintenance requirements and adjustments and answer questions about the unit at 411 Raven Street, San Diego, CA 92105, with the repair staff. Infield training shall be provided to the operation staff, and shall include safety issues, operation of the equipment, and basic maintenance requirements. Training shall be scheduled after the equipment is delivered to the City.

J. DEMONSTRATION

Bidders may be required, at Bidder's expense, to allow the City to field test proposed equipment for a minimum of three (3) days in San Diego and/or attend a side-by-side evaluation with proposed equipment. Equipment provided for the demonstration must be deemed by the City to be comparable to the equipment specified in the bid. Bidders will not be reimbursed for any demonstration costs incurred. The City shall be the sole judge of the suitability and acceptability of any equipment proposed or demonstrated.

K. MANUALS

The following manuals shall be provided for each type of equipment delivered:

- Two (2) copies of an Operation/Owners Manual
- Parts Manual for unit and sub-components
- Service Manual for unit and sub-components

L. LABELS

All signs and labels required by O.S.H.A., A.N.S.I., and D.O.T. shall be affixed.

M. FEDERAL EXCISE TAX

The City of San Diego is exempt from Federal Excise Tax and will furnish an exemption certificate upon request.

#### IV. SPECIFICATIONS AND CHECKLIST FOR STUMP CUTTER

It is the intent of these specifications to describe a stump cutter that will be used for the cutting of tree stumps.

SPECIFICATIONS AND CHECKLIST FOR STUMP CUTTER	MEETS SPECIFICATIONS	BIDDER'S EXCEPTIONS
<p>A. <u>ENGINE</u></p> <p>Four (4) cylinder, water cooled diesel engine, rated at 50 horsepower or greater.</p>	<input type="checkbox"/>	A.
<p>B. <u>DRIVE TRAIN FOR UNIT</u></p> <p>Unit shall be a hydrostatic drive with rubber tracks and shall have a parking brake</p>	<input type="checkbox"/>	B.
<p>C. <u>DRIVE TRAIN FOR CUTTER WHEEL</u></p> <p>Cutter wheel shall be a direct drive system with a clutch, using gearboxes and PTO shafts. (Belt or chain drive systems are unacceptable.)</p>	<input type="checkbox"/>	C.
<p>D. <u>GRINDING CAPABILITY</u></p> <p>Unit shall be able to cut stumps to a depth of 17" and a sweeping arc of approximately 70". Unit shall be equipped with curtains or other protection to protect unit and operator from flying debris.</p>	<input type="checkbox"/>	D.
<p>E. <u>PHYSICAL SIZE</u></p> <p>Unit shall be able to fit thru a 36" wide opening.</p>	<input type="checkbox"/>	E.
<p>F. <u>FUEL TANK</u></p> <p>Shall be approximately twelve (12) U.S. gallon capacity.</p>	<input type="checkbox"/>	F.

SPECIFICATIONS AND CHECKLIST FOR STUMP CUTTER	MEETS SPECIFICATIONS	BIDDER'S EXCEPTIONS
<p>G. <u>GAUGES/LIGHTS</u></p> <p>Unit shall be equipped with indicator lights or gauges for oil pressure &amp; engine temperature with safety shut down capability. Unit shall include a tachometer and hour meter.</p>	<input data-bbox="852 352 889 394" type="checkbox"/>	<p>G.</p>
<p>H. <u>CUTTER WHEEL</u></p> <p>Cutter wheel teeth shall be of carbide steel construction.</p>	<input data-bbox="852 678 889 720" type="checkbox"/>	<p>H.</p>
<p>I. <u>CONTROL STATION</u></p> <p>Unit shall have a swing out control station with ergonomically designed controls and suitable vision shield for safety.</p>	<input data-bbox="852 856 889 898" type="checkbox"/>	<p>I.</p>

## V. SPECIFICATIONS AND CHECKLIST FOR TRAILER

It is the intent of these specifications to describe a trailer to be used to transport the stump cutter.

SPECIFICATIONS AND CHECKLIST FOR TRAILER	MEETS SPECIFICATIONS	BIDDER'S EXCEPTIONS
A. <u>WEIGHT</u> Shall be 6,500 lbs. Gross Vehicle Weight.	<input type="checkbox"/>	A.
B. <u>BED SIZE</u> Size shall be approximately 66" W x 120" L x 15" H.	<input type="checkbox"/>	B.
C. <u>TIRES/WHEELS</u> Shall have two (2) 8-Hole Disc, 9.5 x 16.5 E.	<input type="checkbox"/>	C.
D. <u>BRAKES</u> Shall be surge hydraulic, 2" x 12"	<input type="checkbox"/>	D.
E. <u>AXLE</u> Shall be 6,000 lb., 4" drop.	<input type="checkbox"/>	E.
F. <u>SPRINGS</u> Shall be slipper type, multi-leaf.	<input type="checkbox"/>	F.
G. <u>FLOOR AND FENDERS</u> Shall be constructed of 1/8" steel diamond plate.	<input type="checkbox"/>	G.
H. <u>TONGUE JACK</u> Shall be 2,000 lb., fold-up, screw type.	<input type="checkbox"/>	H.
I. <u>HITCH</u> Shall be a 6-position, 2-5/16", ball.	<input type="checkbox"/>	I.

SPECIFICATIONS AND CHECKLIST FOR TRAILER	MEETS SPECIFICATIONS	BIDDER'S EXCEPTIONS
<p>J. <u>DESIGN</u></p> <p>Shall consist of a steel tilt bed design with stock cylinders, two (2) chains and two (2) binders. Chains and binders shall be rated to System 7 standards as per D.O.T. regulations. Shall include six (6) tie-down pockets.</p>	<input type="checkbox"/>	J.
<p>K. <u>LIGHTS</u></p> <p>Shall have two (2) stop-turn-tail lights and license light with guards. Shall have three (3) light identifications at rear. Shall have red clearance lights at rear with reflector lenses. Shall have amber clearance lights at front with reflector lenses. All lights shall be in a sealed element, grommet mounted, and include wiring junction box with color coded wire harness. Shall have 6-way electrical plug.</p>	<input type="checkbox"/>	K.
<p>L. <u>PAINT</u></p> <p>Shall be an acrylic enamel polyurethane paint coating, equal in quality and color to Dupont 817A or O.E.M. equivalent white. Shall include undercoating.</p>	<input type="checkbox"/>	L.
<p>M. <u>ADDITIONAL FEATURE</u></p> <p>Trailer shall have lashing D-rings.</p>	<input type="checkbox"/>	M.

### BIDDER'S REFERENCES

The bidder is **required** to provide a minimum of five (5) customers that have purchased similar equipment. This will enable the City of San Diego to judge product reliability, vendor performance and other information.

#### REFERENCES

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Fax Number: \_\_\_\_\_

Dollar Value of Contract: \$ \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

\_\_\_\_\_

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Company Name: \_\_\_\_\_ Contact Name : \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Fax Number: \_\_\_\_\_

Dollar Value of Contract: \$ \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

\_\_\_\_\_

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Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Fax Number: \_\_\_\_\_

Dollar Value of Contract: \$ \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

\_\_\_\_\_

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**REFERENCES (continued)**

**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Dollar Value of Contract: \$** \_\_\_\_\_ **Contract Dates:** \_\_\_\_\_

**Requirements of Contract:** \_\_\_\_\_

\_\_\_\_\_

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**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Dollar Value of Contract: \$** \_\_\_\_\_ **Contract Dates:** \_\_\_\_\_

**Requirements of Contract:** \_\_\_\_\_

\_\_\_\_\_

### Certification Survey

#### For Small, Ethnically and Culturally Diverse, Woman, Disadvantaged, Disabled Veteran, Or Other Businesses

All Contractors are required to complete this form and return it with their bid package.

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

1. Contractor's company is **currently** certified as small, ethnically and culturally diverse, woman, disadvantaged, disabled veteran, or other business? ☐ Yes ☐ No

Certification Number/Agency: \_\_\_\_\_

2. Contractor's company has applied for certification? ☐ Yes ☐ No

If yes, which agency? \_\_\_\_\_

3. Contractor's company is an independently owned business? ☐ Yes ☐ No

4. Contractor's company is 51% or more owned by a socially, economically, disadvantaged individual\*? ☐ Yes ☐ No

5. SIC Code: \_\_\_\_\_

6. Number of Employees: \_\_\_\_\_

7. Annual Gross Receipts (three year average): \_\_\_\_\_

8. This is not an application for certification. If you would like to receive an application for certification, please check box: ☐

I certify that this information is correct: \_\_\_\_\_  
Authorized Signature (Date)

\* Black Americans, Native Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Women, any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA) at such time as the SBA designation becomes effective.

**ATTACHMENT A**  
**City of San Diego**  
**EQUIPMENT AND VEHICLE FINANCING PROGRAM**  
**Vendor Requirements**

The Equipment and Vehicle Financing Program is a lease-to-purchase program to finance City equipment acquisitions. At the City's option, the Equipment and Vehicle Financing Program may be used to fund new acquisitions. The following information outlines the Equipment and Vehicle Financing Program requirements for vendors.

**EQUIPMENT ORDERS**

Successful bidders will receive an Order Letter in place of a Purchase Order from the City's Financing Services Department. A sample Order Letter is attached. The Order Letter will designate the equipment to be ordered and will confirm that the City has obtained pre-approval from a lease provider to fund the acquisition.

- Sign the Order Letter and return a copy to City of San Diego Financing Services, within ten (10) business days to acknowledge receipt of the order.
- The Order Letter will designate a lease number to be used by the vendor on all shipping and billing documents.

**DOCUMENTATION REQUIRED FROM VENDORS PRIOR TO FUNDING**

The lease provider will make full payment to the vendor upon receiving approval from the City. The City will provide approval only after the equipment has been accepted by the acquiring Department and the complete documentation from the vendor detailed below has been received.

- Two invoice copies are required: one (1) to be provided directly to the City Department acquiring the equipment and one (1) to be provided directly to the City's Financing Services Department. Addresses are provided in the Order Letter.
- A copy of the Manufacturer's Certificate of Origin for vehicles is required by the City's lease provider prior to funding the equipment. Vendors are requested to provide a copy of the Manufacturer's Certificate of Origin to the City with the invoices at the time of delivery or a minimum of seven (7) business days prior to receipt of funds.
- The lease provider is required to be designated as lienholder on the title and Manufacturer's Certificate of Origin for all vehicles purchased. The City will be named as titleholder.

### **SALES TAX PAYMENT**

Sales tax will not be financed.

- Sales tax will be paid by the City directly to California vendors in a separate check at 7.75%.
- Sales tax will be paid by the City directly to the State of California at 7.75%, for out-of-state vendors. This will be confirmed in the Order Letter. If further verification of sales tax payment is required by out-of-state vendors, contact the Master Lease Program Administrator.

### **PAYMENT FOR EQUIPMENT**

- Funding will require a minimum of seven (7) business days for processing by Financing Services and the City's lease provider, after receipt of written acceptance of the equipment from the acquiring City department. Acquisitions CAN NOT and WILL NOT be funded until the acquiring City department accepts and approves the equipment.
- Funds will be wired or overnighted by the lease provider, depending on the dollar value of the acquisition. Financing Services will notify vendors of the date funds are scheduled to be wired or overnighted.
- To receive wired funds, vendors must provide the following information on COMPANY LETTERHEAD:
  - Name, address and telephone number of bank to which funds are to be wired;
  - Bank routing number;
  - Account number and account name;
  - Signature and title of person supplying this information; and,
  - Vendor federal tax I.D. number

### **QUESTIONS**

- Questions about the Equipment and Vehicle Financing Program may be directed to Kristina Blake, Financing Services, (619) 533-6491 or Cheryl Mercer, Financing Services, (619) 236 -6928; Fax (619) 235-5890; City of San Diego, 202 'C' Street, M.S. 7B, San Diego, CA 92101.
- Vendors are prohibited from contacting the City's lease provider regarding the Equipment and Vehicle Financing Program or vendor payment status.

Date

Vendor Representative

Vendor Name

Street Address

City, State Zip Code

Dear Mr./Ms:

Subject: Bid Number

The City of San Diego is ordering the equipment described below from VENDOR in accordance with the specifications of bid number ####. This order is independent of any other equipment the City of San Diego may order from VENDOR through a purchase order. The total price of this order is \$ \_\_\_\_\_ plus sales tax. The equipment will be funded by the City through a lease purchase agreement with LEASE PROVIDER. Preapproval of the lease purchase through LEASE PROVIDER is enclosed.

The equipment to be lease purchased is:

- Quantity (#) Brand Name, Model, and Description

This letter authorizes VENDOR to provide the City with the equipment as specified and to bill the City for the sale. Upon passing the City's incoming inspection and upon receipt of original invoice(s) and, if appropriate, manufacturer's certificate(s) of origin, the City will notify LEASE PROVIDER to make payment for the equipment. The sales tax will be paid by the City to VENDOR in a separate check at 7.75%.

Please use lease #**NUMBER** on all shipping and billing documents related to this order. Where appropriate, equipment identification number(s) should be listed on the invoice(s). Please send original invoices to the City at the following addresses:

City Department

Kristina Blake  
Financing Services  
City of San Diego  
202 C Street, MS 7B  
San Diego, CA 92101

Page 2 - LEASE NUMBER

Vendor Representative

Vendor.

Please sign below, indicating your acceptance of this order, and return a copy of this letter within ten (10) business days to Kristina Blake at the above address. Please refer questions regarding the leasing procedure to Kristina Blake, Financing Services, (619) 533-6491. Thank you.

Sincerely,

Patricia T. Frazier  
Deputy City Manager  
kb

Enclosure: Lease Pre-Approval Form

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Vendor

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Date